



PREScribed CONTRACT FOR ANNUAL ADJUSTMENTS AND CYCLICAL REASSESSMENT

State Form 55930 (11-15)

This Contract is entered into by and between

Thomas Assessment Professionals LLC (TAPCo) ("Contractor," which term shall include the Contractor's principals), the Miami County Assessor, and the Board of County Commissioners of Miami County, Indiana (hereinafter jointly and severally the "County," which term shall also mean Miami County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-4-17(a).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of performing a cyclical reassessment as required by IC 6-1.1-4-4.2(a)(6) and 50 IAC 2.4 and annual adjustments (or "trending") as required by IC 6-1.1-4-4.5 and 50 IAC 27;
- B. The County has advertised for bids as required by IC 6-1.1-4-18.5(b) and has fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Contractor's principal(s) or contract executor is a Professional Appraiser as the term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7, is certified by the Department pursuant to 50 IAC 15-3 and 50 IAC 15-4, and the Contractor was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of property;
- D. The County has awarded the bid to the Contractor and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15 and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract;
- F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-4-17(a); and
- G. The County, the Contractor, and the Department understand that for purposes of performing a cyclical reassessment, the term of this Contract may, due to authorization from the Indiana Department of Administration, cover all four years of a cyclical reassessment.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated by reference into this Contract.

2. Duties of the Contractor. The Contractor shall provide technical assistance to the County in connection with the determination of annual adjustments to real property in Miami County for the Assessment Year(s) of 2019, 2020, 2021, and 2022, as well as assistance with phase(s) 1 through 4 of the four-phase cyclical reassessment beginning on May 1, 2018, 2019, 2020, and 2021, as requested and assigned by the authorized designee of the County, under the terms and provisions of this Contract, in accordance with and in furtherance of all rules governing the assessment of real property promulgated by the Department and all other applicable laws, statutes, ordinances, or administrative rules.

A. Annual Adjustments.

1. The class(es) of property to be reviewed by the Contractor under this Contract is/are limited to [Complete as applicable.] Agricultural, Residential, Commercial, Industrial, Exempt, and Utility/Railroad

2. For the class(es) of property listed in paragraph 2(A) of this Contract, the Contractor will complete all responsibilities imposed upon an assessing official under IC 6-1.1-4-4.5 and 50 IAC 27 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the County as listed in paragraph 3 of this Contract, including but not limited to:
 - (a) Perform ratio studies using the methods or combination of methods acceptable under 50 IAC 27, which incorporates by reference the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO"), or other acceptable appraisal methods approved by the Department.
 - (b) Use a valuation date of January 1.
 - (c) Use verified sales of properties occurring within the twelve months preceding the relevant valuation date in performance of the ratio studies.
 - i. Sales occurring before or after the assessment date shall be trended, if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
 - ii. If available sales data are insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time-trending the sales data as described in the IAAO standard.
 - iii. If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor and the Department and the County expressly approve the Contractor's determination in writing, the Contractor shall review one or more of the following to derive an annual adjustment factor:
 - (aa) Craftsman cost and depreciation tables from the last quarter of the calendar year preceding the assessment date.
 - (bb) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.

- (cc) Commercial real estate reports.
 - (dd) Governmental studies.
 - (ee) The independent study performed by the Indiana Fiscal Policy Institute.
 - (ff) Other information or data to determine an annual adjustment factor.
- (d) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
 - (e) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
 - (f) Review ratio studies for each listed property class and examine the coefficient of dispersion and price-related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.
 - (g) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the County and the Department in the manner and format specified in 50 IAC 27-4-1 through 50 IAC 27-4-7.
 - (h) Notify the County and the Department if any ratio study reveals a coefficient of dispersion and/or price-related differential that is outside the appropriate ranges set in 50 IAC 27-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 27.
 - (i) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price-related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

(Paragraphs (A)(2)(j) through (2)(m) are optional provisions to be included if this Contractor will also be responsible for the following services related to sales disclosure forms. If this Contractor WILL be responsible for the following services related to sales disclosure forms, then check these provisions.)

- (j) ☐ No later than fifteen business days prior to September 1 of the contract year, the Contractor shall submit to the County and the Department all parcel data in the specified formats as required by IC 6-1.1-4-25 that are set forth at 50 IAC 26 and on the Department website at www.in.gov/dlgf/4699.htm to be utilized by the Department and the Legislative Services Agency ("LSA") in accordance with IC 6-1.1-33.5-3.
- (k) ☒ The Contractor will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Department and LSA.
- (l) ☒ Verify all sales disclosure forms forwarded to the Contractor that the County received under IC 6-1.1-5.5-3.

- (m) ☐ No later than fifteen business days before February 1 of each assessment year, the Contractor must submit to the County all sales disclosure data for the preceding year in the electronic format specified by the Department.

B. Cyclical Reassessment.

1. The group(s) of parcels of real property containing approximately 25% or more of the parcels within each class of real property in the County (as prescribed by the County's reassessment plan as approved by the Department) and which the Contractor is to review pursuant to this Contract ("group(s)") is/are limited to: Residential (14,748) and/or Agricultural (5,214), Commercial (939), Industrial (284), Exempt/Utility (1,416),
2. For the group(s) of property listed in paragraph 2(B), the Contractor will complete all responsibilities imposed upon an assessing official under IC 6-1.1-4 and 50 IAC 2.4 regarding the assessment of real property for phase(s) 1 through 4 of the cyclical reassessment, unless such responsibilities are specifically retained by the County as listed in paragraph 3, including but not limited to:
 - (a) Perform the physical inspection, as that term is defined in the Request for Proposal issued by the County and which gave rise to this Contract, which definition is incorporated by reference herein, of all real property in the group(s) specified in paragraph 2(B), for which physical inspection shall begin on May 1, 2018, 2019, 2020, and 2021 and be completed on or before January 1, 2019, 2020, 2021, and 2022.
 - (b) Recommend to the County the True Tax Value, as that term is defined in the 2011 Real Property Assessment Manual and Guidelines, of all parcels in the group(s) using the guidelines determined by the Department.
 - (c) Compliance with IC 6-1.1-4-4.2(a)(6)(A) to physically inspect each parcel of real property in the group(s) being reassessed, may be satisfied using various approaches. The following is a list of suggestions:
 - i. As a basic procedure, visually inventory the property with the property record card in hand, and confirm that all buildings, structures, and improvements ("improvements") are properly described on the property record card, and
 - (aa) if any improvements do not appear to be properly described, take the necessary measurements to properly describe the improvements on the property record card;
 - (bb) if any improvements do not have photographs attached to the property record card, and the County believes it is appropriate to have a photograph of the improvement, take the photograph and include it with the property record card; and
 - (cc) if any buildings or structures have been added to the land that do not appear to be fully described, exterior measurements must be obtained. If the County believes an interior inspection is desirable, seek the **permission** of the owner to enter the building or structure. If no owner or representative of the property is present, leave a printed form such as a door hanger requesting the property owner or representative contact the Contractor to make arrangements for the in-structure inspection. The printed form shall make clear that the property owner/representative may choose not to have an interior inspection.

ii. As an alternative to on-site inspections, the following procedures are suggested:

(aa) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County has a construction permit process and maintains active updating of property record cards, physical inspection may include review of building permits, sales disclosure forms, multiple listing service property data, and inspection of aerial photography. A visual inspection of the property from the street is desirable, but may not be necessary in every case. In cases where the Contractor does not intend to send an employee to the property, a written explanation shall be provided to the County, to which the County shall consent in writing.

(bb) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County does not have a construction permit process and does not actively update property record cards, the Contractor's personnel shall make a visit to each property as described in paragraph 2(B).

(cc) ☐ *[Check if the County requires the Contractor to comply with these procedures.]* If the County records available are less than a construction permit process and active updating of property record cards but more informative than having no current records, the Contractor shall perform the duties of physical inspection by classes described as follows:
[The County shall insert the level of physical inspection required for each class of property. If completing this subsection, check preceding box.]

(A) Agricultural: _____

(B) Residential: _____

(C) Commercial: _____

(D) Industrial: _____

(E) Exempt: _____

(F) Utility: _____

(d) Adequately provide for the creation and transmission of real property assessment data in the form required by LSA and the Department's division of data analysis.

(e) Complete the appraisal of: (1) one-third of the parcels in a group before August 1 of the year in which the group's reassessment under the County's reassessment plan begins; (2) complete the appraisal of two-thirds of the parcels in the group before November 1 of the year following the year in which the group's reassessment begins; and (3) complete the appraisal of all the remaining

parcels in the group before January 1 of the year following the year in which the group's reassessment begins.

(f) File appraisal reports with the County for: (1) the one-third of the parcels in a group appraised before August 1 of the year in which the group's reassessment under the County's reassessment plan begins; (2) the two-thirds of the parcels in the group appraised before November 1 of the year following the year in which the group's reassessment begins; and (3) all the remaining parcels in the group appraised before January 1 of the year following the year in which the group's reassessment begins.

(g) In preparing the appraisals, utilize cost and depreciation tables set forth in the 2011 Real Property Assessment Manual and Guidelines and any related updates thereto.

C. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level III assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level III assessor-appraiser certified under IC 6-1.1-35.5. Additionally, a level III assessor-appraiser certified under IC 6-1.1-35.5 must personally fulfill the following duties: *[Specify, in detail, the precise obligations that the County desires to be handled personally by the level III assessor-appraiser.]*

1. Annual adjustment analysis, completion, final recommendation, and answering applicable questions from the DLGF

2. All subjective valuation decision recommendations

3. All supervision, training, public relation activity, and explanations of analysis

4. Final value recommendations

5. Neighborhood/Land order final analysis and recommendations

D. Administrative personnel employed by the Contractor may be used to fulfill the following duties: *[Specify, in detail, the precise obligations that the County does not intend to require a level III assessor-appraiser to handle personally.]*

1. General office duties

2. Site inspections

3. General clerical duties

4. General quality control

5. Field packet preparation

(Paragraph 2(E) is an optional provision to be included if the Contractor will be responsible for services related to new construction.)

- F. ☒ Under the terms of this Contract, the Contractor shall assist the County in the collection of data pertaining to new construction and demolition permits and the examination of new construction and demolition from the previous year(s) (2018). The Contractor shall physically inspect ALL new construction parcels while doing each years cyclical reassessment as well as ALL commercial, industrial, and exempt/utility parcels throughout the County for every year

[state number of parcels by property class] parcels within the County for the year(s) 2019, 2020, 2021, and 2022 based on permits, Form 135s, or other information as provided by the County.

- (1) For each building permit issued to the Contractor, a representative of the Contractor shall visit, inspect, list, measure, and grade the improvement specified in the permit. For each demolition permit issued to the Contractor, a representative of the Contractor shall visit and inspect the improvement specified in the permit.
 - (2) When possible, the contractor shall gain an interior inspection or gain interior information. If no one is present to permit interior access, the Contractor shall leave a door hanger at the property to provide the owner a means of contacting the County to provide interior information.
 - (3) The Contractor ☒ will/☐ will not be responsible for digital photographing of new improvements and additions or other changes to those improvements.
 - (4) If the Contractor locates an improvement that is under construction or under demolition at the time of a field inspection, a notation to that effect will be placed on the property record card indicating the estimated percentage of completion or demolition at the time of the inspection.
 - (5) The Contractor shall provide a rate per parcel for any overages in parcel count to be collected or reviewed on a yearly basis. The overage charge(s) shall be \$
\$16.00 for Residential / \$20.00 for Agricultural / \$40.00 for Commercial / \$50.00 for Industrial, \$40.00 for Exempt/Utility
OR- \$275.00 per day
 - (6) The Contractor shall perform data entry for
County will do all data entry
- [State property class type(s).] new construction permit parcels. The overage charge(s) shall be \$

3. Responsibilities of the County. The Contractor will not be responsible for the following duties as provided in IC 6-1.1-4, which are retained by the County for performance by the County's staff or are contracted by the County to a third party:

A. Duties retained by the County for performance by the County's staff:

- (1) Send notices of assessment to each affected taxpayer pursuant to IC 6-1.1-4-22(a) and (b).
- (2) Maintain an electronic data file of the parcel characteristics and parcel assessments of all parcels and the personal property return characteristics and assessments by return for the County as of the assessment date.
- (3) Maintain the electronic file in a form that formats the information with the standard data, field, and record-coding required and approved by LSA and the Department.
- (4) Transmit the data in the file with respect to the assessment date of January 1, 2019, 2020, 2021, and 2022, to LSA and the Department in a manner that meets the data export and transmission requirements in a

standard format as prescribed by the Indiana Office of Technology ("IOT") established by IC 4-13.1-2-1 and approved by LSA.

- (5) Resubmit the data in the form and manner required under this subsection, upon request of LSA or the Department, if data previously submitted under this subsection does not comply with the requirements of this subsection, as determined by LSA or the Department. An electronic data file maintained for a particular assessment date may not be overwritten with data for a subsequent assessment date until a copy of an electronic data file that preserves the data for the particular assessment date is archived in the manner prescribed by IOT and approved by LSA.

- (6) ☒ [Check if the County is to perform data entry.] Perform the following data entry:

All data entry performed by County

B. Duties to be contracted to a third party: None.

4. Final Authority to Determine Assessed Values. The final determination of the appropriate assessed values is and shall remain the responsibility of the County.

5. Contract Representative. The County Assessor shall be the Contract Representative to serve as the primary contact person for the County under the Contract.

6. Contractor Employees: Project Manager. The Contractor shall assign by name an Indiana level III assessor-appraiser as project manager. The assigned Indiana level III assessor-appraiser shall be Brian Thomas and the current contact information for the assigned person is:

Address (number and street, city, state, and ZIP code):

PO Box 132

Galveston, IN 46932

Work telephone: (765) 210-1804 Home telephone: (574) 699-9029 Cell number: (765) 210-1804

E-mail address: briant.tapco@gmail.com DLGF student ID number: 628

Date of issuance assessor-appraiser certificate (month, day, year): 2012 - Level III

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all values generated by any form of assessment under this Contract will be completed before such values are required by the Department in order to set tax rates. A Work Plan must be attached to and incorporated into this Contract before the Department can become a signatory to the Contract.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses

to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. Identification. All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the individual and the Assessor's signature. All vehicles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

10. Office Space; Computer Support. The County ☒ shall/☐ shall not provide the Contractor with office space and ☒ shall/☐ shall not provide the Contractor with computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space and/or computer support in connection with the performance of this Contract.

11. Work Product Delivery. The Contractor shall be responsible for the delivery of the following products to the County at the completion or termination of this Contract, including all media in which the materials may be retained:

- A. documentation of procedures used throughout the annual adjustment and reassessment programs;
- B. any and all training materials and manuals used to train the Contractor's staff;
- C. all field worksheets for each parcel of real property;
- D. all maps and/or other information provided for the Contractor by the County;
- E. all information gathered, created, or reviewed for the verification of sales disclosure forms, neighborhood delineations, land values, and/or any time adjustments to sales prices; and
- F. all ratio studies and supporting documentation.

12. Contractor Support for Appeals. The duties of the Contractor in this paragraph shall last until all appeals have been resolved, regardless of the earlier termination of this Contract.

- A. The Contractor shall provide 15 eight hour business days for support of values after mailing of Notices of Assessment (Form 11s), utilizing personnel familiar with the entire reassessment and annual adjustment processes, including re-inspection of property or explanation of ratio studies as may be needed. Days required above the 15 eight hour business days shall be provided at the request of the County at a rate of \$ 400.00 per business day.
- B. If an assessed value recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least 20 days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. The Contractor shall provide 5 ☐ hours/☒ days for this service. ☐ Hours/☒ days required above this amount shall be provided at the request of the County at a rate of \$ 500.00 per ☐ hour/☒ day.

13. Consideration. The County shall pay the Contractor a fee of \$

THREE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS [\$384,950.00]

in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 15. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the consideration required under this Contract.

14. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

15. Time and Manner of Payment. The Contractor shall be paid as follows:

- A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly *[specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor and on the County's inspection of the Contractor's assessment records and the submission of the reports to the County. Payment shall be made to the Contractor within 30 days after approval by the County.
- B. If all work is not completed under this Contract by the completion date specified in paragraph 18 or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 30 days after such approval by the County, subject to other terms of this Contract. The County is solely responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to the Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

16. Penalties. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of \$ 200.00 per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract.

17. Professional Appraiser Certification; Contract Void on Revocation.

- A. A material inducement for entering into this Contract is that the Contractor's principal(s) or contract signatory has been certified as a "Professional Appraiser" under IC 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that its principal(s) or contract signatory is certified as a "Professional Appraiser" at the time of entering into this Contract.
- B. The Contractor's principal(s) or contract signatory will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing this certification status or if any Notice is issued to the Contractor's principal(s) or contract signatory pursuant to 50 IAC 15-3-6(b).
- C. Pursuant to IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds if this certification is revoked.

18. Term of Contract. This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 45 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract, but not before May 1, 2018 with regard to reassessment-related responsibilities. The Contractor shall complete all reassessment work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before January 1, 2019, 2020, 2021, and 2022, and all annual adjustment work to be performed under this Contract, other than assistance required in regard to an appeal filed under IC 6-1.1-15, on or before June 1, 2018 [July 1 is the statutory deadline by which the County shall, under oath, prepare and deliver to the County Auditor a detailed list of the real property listed for taxation in the County. This deadline moves to June 1 in 2017. IC 6-1.1-5-14].

19. Contract Reports and Monitoring.

- A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three years from the date of final payment under this Contract, for inspection by the Department and County or their authorized designees. Copies shall be furnished at no cost to the Department and County if requested.
- B. The Contractor shall provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 15(A). The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.
- C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the County by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.
- D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to its work product to the Department and to LSA.

20. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals, and the Contractor shall grant such request.

21. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

22. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

23. Confidentiality of Information.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.
- B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.
- C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that

such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

- D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

24. Ownership of Documents and Materials.

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials ("Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the County and all such materials will be the property of the County. If the ownership interest in the Materials cannot be assigned to the County, the Contractor grant the County a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the County and the Department full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

25. Delays.

- A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within 10 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
- B. In the event of a delay by the Department, legislative action, or court rulings, the County and the Contractor reserve the right to re-negotiate all terms of this Contract, including costs.

26. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the County or the Department for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Department. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The

Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Department, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC 4-6-2-11, which requires approval of the Governor and Attorney General.

27. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

28. Termination for Default by County. If the County, 60 days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

29. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

30. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied, and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.
- D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.
- E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.
- F. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC 5-22-3-7:
 - (1) The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC 24-4.7 [Telephone Solicitation of Consumers];
 - (ii) IC 24-5-12 [Telephone Solicitations]; or
 - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines];in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC 24-4.7 in the previous 365 days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

(1) The Contractor does not knowingly employ an unauthorized alien.

(2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The Department and/or the County may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department and/or County.

31. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

32. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

33. Contractor Assignment, Successors, and Subcontracting. The Contractor shall not subcontract the whole or any part of this Contract. The Contractor may not assign the whole or any part of this Contract, except that it may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so

assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

34. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds 30 days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

35. General Provisions.

- A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.
- B. Waiver of Rights. No right conferred on any party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, nor payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining section, subsections, clauses or provisions of this Contract.
- D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to this Contract.

36. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

37. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised:

A. Notices to the County shall be sent to:

Name: Sara McAuliffe	Title: Miami County Assessor
Organization: Miami County Assessors Office	
Address (number and street, city, state, and ZIP code):	
25 N Broadway, Room 200	
Peru, IN 46970	

Telephone number: (765) 472-3901 Ext 1263

Fax number: (765) 472-5948

E-mail address: smcauliffe@miamicountyin.gov

B. Notices to the Contractor shall be sent to:

Name: Brian Thomas

Title: Owner

Organization: Thomas Assessment Professionals

Address (*number and street, city, state, and ZIP code*):

PO Box 132

Galveston, IN 46932

Telephone number: (765) 210-1804

Fax number: (574) 699-9029

E-mail address: briant.tapco@gmail.com

C. Notices to the Department shall be sent to:

General Counsel

Department of Local Government Finance

Indiana Government Center North

100 North Senate Avenue, Rm. 1058B

Indianapolis, Indiana 46204

317-233-9219 voice

317-974-1629 fax

38. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

- D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

39. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall not provide such indemnification to the Contractor.

40. Insurance.

- A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability and worker's compensation insurance policies must provide for minimum liability limits not less than \$1,000,000 per occurrence. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or the Department and denial of further work with the County. The Contractor must provide the County with copies of its insurance certificates and endorsements.

(List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)

- B. The Contractor's insurance coverage must meet the following additional requirements:
 - (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 - (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 - (3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be modified without 30 days prior written notice to the County and the Department.

41. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the County and any applicant or employee of the Contractor.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

43. Copy of Contract. The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

(Provision 44 is optional.)

44. ☐ Guaranteed Most Favorable Terms. All of the prices, terms, conditions, and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor announces a price reduction or makes generally available to other customers more favorable terms or conditions, such prices, terms, or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

45. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any addenda.

46. Affirmation that Contract Language Has Not Been Altered. The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5 prior to execution of this contract.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Where applicable:

By: Brian Thomas Attested By: _____
Printed name: Brian Thomas _____
Title: Owner _____
Date (month, day, year): 2/8/18 _____

Level III assessor-appraiser student ID number: 628

Assessor:

By: Sara McAuliffe _____
Printed name: Sara McAuliffe _____
Title: Miami County Assessor Date (month, day, year): 2/8/2018

Miami County Board of County Commissioners:

By: Joshua D Francis Date (month, day, year): 1/2/2018
Commissioner
By: George West Date (month, day, year): 1/2/18
Commissioner
By: Alvin R Holt Date (month, day, year): 1/2/2018
Commissioner

The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:

By: Wesley R. Bennett _____
Printed name: Wesley R. Bennett _____
Title: Commissioner Effective Date (month, day, year): 3/2/18

SPECIFICATIONS
FOR CYCLICAL REASSESSMENT, NEW CONSTRUCTION, AND ANNUAL
TRENDING FOR 2019, 2020, 2021, and 2022
MIAMI COUNTY, INDIANA

MIAMI COUNTY ASSESSOR
Sara Lea McAuliffe
25 N Broadway Room 200
Peru, IN 46970
765-472-3901 Ext 1263

REQUEST FOR BIDS
MIAMI COUNTY, INDIANA

November 27, 2017

I. INVITATION TO SUBMIT BIDS:

The Miami County Assessor and Miami County Commissioners are undertaking a Cyclical Reassessment, which will commence in 2018 with the intent of achieving and maintaining equitable assessments pursuant to I.C. 6-1.1 and according to all rules and regulations set forth by the Department of Local Government Finance. The bid is for all four Phases of these processes.

Where the word "Contractor" is used herein, it shall mean a Professional Appraiser as that term is defined in I.C. 6-1.1-4-17(c). At the time of submission, a Contractor must be certified as a Level III Assessor/Appraiser as well as having experience in hearings at the INFORMAL, PTABOA and IBTR level in order to submit a bid. Any Contractor wishing to submit a bid shall submit with same a qualifications package including the following information: profiles of the appraisal company, its principals, key personnel, qualification and experience; evidence of the company's ability to perform the work; demonstration of understanding of the project.

Contractors must submit a complete response to requirements set forth in this Request for Bid (RFB). All bids will be considered as long as they meet the standards contained in the RFB. Contractors interested in providing these technical services are invited to view the property record cards and all other appropriate information, which will assist them in preparing their bid.

The prices submitted on each bid proposal must be guaranteed for a period of sixty (60) days from delivery of the bid.

The cost incurred in preparing the proposals or any other matter by the vendor in responding to this RFB may not be charged to the County.

The contents of the proposal of the successful bidder will be considered as contractual obligations. Failure to meet those obligations may result in cancellation of the Contract. The Contract will include the provisions of I.C. 6-1.1-4-19.5.

The County reserves the right to reject any and all proposals received in response to this request, and is not necessarily bound to award the Contract solely on the basis of this request, or pay for the information solicited or obtained.

All contracts shall be subject to approval by the Department of Local Government Finance of the State of Indiana.

Format for RFB – Each proposal should be submitted in the following order:

- a) Letter of transmittal
- b) Bid form
- c) Detailed proposal, which incorporates these Specifications
- d) Qualifications Package

II. SUBMISSION

Bids will be accepted at the following place, date and time.

PLACE: Miami County Auditor's Office
25 N Broadway Room 202
Peru, IN 46970

DATE: No later than December 1, 2017

TIME: 3:30 pm

OPENING

The bids will be opened at a meeting of the Miami County Commissioners to be held on December 4, 2017 in the room of the Miami County GAR Room, Miami County Court House first floor. One original and two (2) copies of the bid shall be submitted in a sealed envelope, which is clearly marked ***"Bid for Miami County Cyclical Reassessment Program."***

Any bid received after the stated date and time will be returned to the Contractor unopened. This applies to bids sent by mail, as well as those which are hand delivered.

Contractors who have submitted acceptable bids will be notified of Contractor selection by letter within seven (7) days after the final determination has been made.

Any Contractor may withdraw a bid by written request at any time prior to the above or the opening of bids.

Facsimile / electronic bids are not acceptable and telephone or facsimile amendments or withdrawal will not be accepted under any circumstances.

Negligence on the part of the Contractor in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

Parcel Count – Residential (14,748), Agricultural (5,214), Commercial (939), Industrial (284), Exempt (1,391), and Exempt/Utility (1,416).
Total Parcels (22,601)

III. EVALUATION OF BIDS

All eligible bids submitted shall be carefully evaluated by the Assessor and Commissioners. The Assessor/Commissioners reserve the right to accept or reject any bid and waive any irregularities in the bidding. All bids may be held for a period not to exceed sixty (60) days, during which time no bid may be withdrawn.

During the period in which bids are being evaluated, it is requested that all Contractors refrain from contact with the Assessor by phone or in person regarding this project so that a fair and effective determination can be made. The Assessor, however, reserves the right to contact a Contractor for bid interpretation or clarification if deemed necessary.

IV. OBJECTIVE/PROGRAM DEFINITION

The objective of this project shall be that the Contractor shall gather sufficient facts, information and data coupled with proper analysis in order to aid in the determination of the True Tax Value or value in use and assessed value of each parcel of Residential, Agricultural, Commercial, Industrial, Exempt, and Utility real property. The Contractor shall be required to follow the Constitution and laws of the State of Indiana. Recommended value shall be established following the rules, regulations, form, schedules, standards and provisions set forth by the Department of Local Government Finance.

V. CONTRACTOR RESPONSIBILITIES

1. Cyclical Reassessment – The Contractor shall provide a complete physical walk-around inspection of all parcels for each Phase of the cyclical reassessment as every year of the contract will include approximately 25% of all parcels. Measurements shall be verified in this process with an external (and internal as necessary) inspection of all properties showing all additions, garages, and appendages with dimensions and necessary identification on the property record cards. Process includes comparing the actual property for correctness and completeness of information. All errors and omissions shall be corrected.
2. Annual Adjustments / ratio study – The Contractor would include all of the following:
 - a. Assisting the Assessor as needed with residential sales disclosure verification and validation review and inspections per the Departments guidelines. Completing commercial and industrial sales disclosure verification and validation review and inspections per the Departments guidelines Please include a separate price for the Contractor to handle **all** the sales disclosure verification and validations.
 - b. Providing a Land Order for approval by the PTABOA, in accordance with all applicable statutes, and to be appropriately implemented throughout the County
 - c. Neighborhood stratification and delineation as appropriate
 - d. Perform ratio studies for all classes of property using the methods or combination of methods acceptable under 50 IAC 27, which incorporates by reference the Standard of Ratio Studies

published by the IAAO, or other acceptable appraisal methods approved by the Department.

e. Answer applicable questions from the DLGF in the process of obtaining approval of said ratio studies

3. New Construction – The Contractor shall physically inspect parcels listed as “new construction” in the areas to be covered during that years cyclical reassessment. Contractor will also do all commercial, industrial, exempt, and utility new construction throughout the County yearly. The “new construction” parcels will consist of a site visit with full reviews of each parcel with a permit, recheck from previous years, and filed affidavit of removals. Please include a per parcel charge for additional parcels requested outside of the areas covered in any given years Phase as well as a per day charge to work on additional new construction parcels.

VI. SUBCONTRACTING

Any subcontractors shall be approved prior to services being provided in the performance of this Contract. This limitation shall not apply to the purchase of standard supplies, raw materials or computer systems.

VII. CONTRACT REPRESENTATIVE

The County Assessor shall be the Contract Representative for the County. The Contract Representative’s authority is limited to those responsibilities specifically established in this Contract.

VIII. REPORTS

The Contractor shall make periodic reports to the Contract Representative. The report shall include the number of days of consulting used and/or number of parcels being reviewed by the Contractor as well as the status of the work being done. All reports must be in writing. The Contractor shall make such report to the Contract Representative of the first day of each month.

In addition to reports, the quality of the work performance and adherence to contractual specifications and approved procedures will be evaluated by the County Assessor. The Contractor shall provide access to all records required for the purpose of program monitoring.

The Contractor shall give notice to the Assessor when conducting assessments or performing services under this contract. The Contractor shall make every effort to contact the Assessor and meet the Assessor at the construction site if the Assessor desires to work with the Contractor in the field.

IX. MANNER OF PAYMENT

The Contractor shall submit billings on a monthly basis. Billing may be for one-equal break out of the total contract amount. The final payment of the contract amount shall be made upon satisfactory completion of all work required by the Contract.

If all work is not completed by the completion date specified in the Contract, then all further payments will be suspended until all work has been completed and certified. Payment will be made within thirty (30) days after certification.

The Contractor shall pay the County an amount of \$500.00 per day for each business day following the completion date specified in the Contract that work completion has not been certified. Saturdays, Sundays and holidays shall be excluded. The daily penalty shall be deducted from the Contract sum owed to the Contractor by the County. The Contract shall begin on acceptance and be completed 45 days after Department of Local Government Finance approval.

X. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his hire or tenure, or with respect to the terms, conditions and privileges of his employment, because of his race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

Any person, firm or corporation submitting a bid shall submit with the same either their latest certification of compliance issued by Federal, State or Local Civil Rights enforcement agency, or if no such certification is available, the Company or firm's Affirmative Action Plan set forth as policy shall be used. This plan must comply with standards of Contract compliance established by the State of Indiana Civil Rights Commission.

XI. MAINTAINING A DRUG-FREE WORKPLACE

Contractor hereby covenants and agrees to make a good faith effort to provide and maintain during the term of the Contract a drug-free workplace, and that it will give written notice to the Assessor within ten (10) days after receiving actual notice that an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

In addition to the provisions of the above, if the total Contract amount set forth in this Contract is in excess of \$25,000, the Contractor further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Contractor in

conjunction with this Contract and which is appended as an Attachment to the Contractual Agreement.

It is further expressly agreed that the failure of Contractor to, in good faith, comply with the terms of the certification referenced above shall constitute a material breach of Contract, and shall entitle the Assessor to impose sanctions against the Contractor including, but not limited to, suspension of Contract payments, termination of Contract and/or debarment of the Contractor from doing further business with the County for up to three (3) years.

XII. DIGITAL PICTURES

The Contractor is responsible for providing as many as two (2) digital pictures of every dwelling or structure located on each improved property. These photographs shall be taken from the best possible angle. Large commercial and industrial properties shall have as many photos taken as necessary to include all buildings and improvements.

Photos will be attached to corresponding property record cards in INCAMA by the contractor.

XIII. CONTRACTOR CERTIFICATION; CONTRACT VOID ON REVOCATION

- (a) The contractor must be certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 in order to enter into this Contract. The Contractor represents and warrants that he/she/it; is certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 through the term of the Contract.
- (b) In accordance with I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Contractor's certification as "Professional Appraiser" under I.C. 6-1.1-31.7-4 is revoked.

XIV. IDENTIFICATION

Individuals completing field assessments shall carry identification cards, which will include an up-to-date photo, supplied by the Contractor, and the signature of the County Assessor.

The Contractor shall register all vehicles used by field personnel with the County Assessor's Office.

XV. CONTRACTOR EMPLOYEES AND COMPANY EXPERIENCE

The Contractor shall assign, by name an Indiana Level III Certified Assessor-Appraiser to this project with a minimum of five (5) years appraisal experience. The designated Project manager cannot be assigned to any other County's project without the permission of the Assessors.

It is the intent of the County for the Contractor to use and employ (on a full-time basis) experienced and qualified employees with a familiarity of Miami County properties, and for the Contractor to employ or subcontract, as much as possible, residents of the County. The Contractor shall assign, by name, at least one current, full time employee to this project with a Level III assessor-appraiser certification who has assisted Assessors in multiple appeal processes in local and or State appeals and lives within thirty (30) miles of Peru, Indiana.

The Contractor shall use qualified and experienced employees to carry out all phases of this project. All employees assigned to the final valuation phase shall have Level III certification.

XVI. DELAYS

Whenever the Contractor or the Assessor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within ten (10) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of delay.

XVII. TERMINATION

The Assessor may terminate this Agreement if she determines that the Contractor has failed to make satisfactory progress toward performance. In such case, the Assessor will transmit a Termination Notice of the fault to the Contractor by certified mail, return receipt requested, at least ten (10) days prior to the proposed termination date, and the Contractor shall be given ten (10) days in which to remedy the condition which has caused the Termination Notice or suffer termination.

The Contractor shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

XVIII. CONFIDENTIAL NATURE OF APPRAISAL DATA

The Contractor shall assure that no individual assigned to the project will disclose any appraisal information to any individual, firm or corporation other than appropriate public official and their authorized agents. The Contractor shall only release such information with written permission from the Assessor.

XIX. QUALITY CONTROL

The Assessor reserves the right to inspect the work being done by the Contractor. In addition, the Indiana Legislative Services Agency and Department of Local Government Finance shall have unrestricted access to the Contractor's work product under the Contract.

XX. DEFENSE OF VALUES

The Contractor shall provide fifteen (15) eight-hour business days for support of values after mailing of Notices of Assessment for defense of values utilizing personnel familiar with the entire reassessment and annual adjustment processes, please indicate a per day price for days requested above the 15 eight-hour business days included.

The Contractor shall provide (8) eight-hour business days for support of any appeals past the local level, please indicate a per day price for days requested above the eight (8) eight-hour business days included.

XXI. WORK PLAN

The Contractor shall execute the work plan for the Cyclical Reassessment Contract that was submitted to and approved by the DLGF according to provisions of IC 6-1.1-4-4.2. Upon signing the contract, the work plan shall become part of the final Contract.

XXII. INSURANCE AND WORKERS COMPENSATION

The Contractor shall carry public liability insurance and workers compensation insurance in the minimum amounts as follows:

TYPE	AMOUNT
Public Liability	\$1,000,000/\$2,000,000
Automobile Liability And Property Damage	\$500,000/\$1,000,000
Workers Compensation	Statutory Requirements

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the County attesting to the above coverages, and naming the County as an additional insured on such policies. The Contractor shall indemnify and save the County, its officers and all employees harmless from all claims, demands, payments, suits, actions, recovery and judgments of every kinds and description brought or recovered against it by reason of any act or omission of the Contractor, its agents, or employees in the execution of this project.

XXIII. The Contractor shall be responsible for the delivery of the following to the Assessor upon completion of the project.

1. All copies of parcel map, property record cards and worksheets.
2. All materials and documentation used in the land-pricing phase including all supporting data.
3. All materials and documentation used in improvement-pricing phase including all supporting data.

XXIV. PENALTY

Payments due under this Contract may be reduced by \$500.00 per business day for each business day that review by the Contractor remains incomplete after the due date specified under this Contract. Please see ARTICLE IX. MANNER OF PAYMENT. Such penalty shall be deducted from the Contract sum owed to the Contractor by the County completion date 30 days after the Department of Local Government Finance approval.

XXV. INCORORATION INTO CONTRACT

The above specifications will be incorporated in the final Contract. In the event of a conflict between the provisions of the Contract and these Specifications these Specifications shall control.

XXVI. ADDITIONAL WORK

Additional services which are associated, but not directly listed by scope within the subject contract, may be requested by the Assessor and invoiced by the Contractor without requiring additional bidding processes.